

EXHIBIT A

UNITED STATES BANKRUPTCY COURT Southern District of New York Delphi Corporation et al. Claims Processing c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue El Segundo, California 90245		ADMINISTRATIVE EXPENSE CLAIM FORM
Debtor against which claim is asserted: Delphi Corporation, et al. 05-44481		Case Name and Number In re Delphi Corporation, et al. 05-44481 Chapter 11, Jointly Administered
<small>NOTICE: THIS Administrative Expense Claim Request Form is to be used solely in connection with a request for payment of administrative expenses in a case under title 11 of the United States Code.</small>		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Nissan North America, Inc. One Nissan Way Franklin, TN 37067 Attention: Dan Nugent, Senior Counsel		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of administrative claim relating to your claim. Attach copy or statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and Address Where Notice Should be Sent: Waller Lansden Dortch & Davis, LLP Attn: Michael R. Paslay, Esq. 511 Union Street, Suite 2700 Nashville, TN 37219 (615) 244-6380		
Account or other number by which creditor identifies debtor:		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____
1. BASIS FOR CLAIM: <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury/ wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly)- see attached		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your Social Security number: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
2. DATE DEBT INCURRED: VARIOUS		3. IF COURT JUDGMENT, DATE OBTAINED:
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 249,138.70		
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.		
5. Brief Description of Claim (attach any additional information): see attached		
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor..		
7. SUPPORTING DOCUMENTS: <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interested. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. IF the documents are voluminous, attach a summary. Any attachment must be 8-1/2" by 11".		
8. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 7-14-09	Sign and print the name and title, if any of the creditor or other person authorized to file this claim (attach a power of attorney, if any) NISSAN NORTH AMERICA, INC. By: <i>Brian Sewall</i> <i>Brian Sewall</i>	THIS SPACE IS FOR COURT USE ONLY RECEIVED JUL 15 2009 KURTZMAN CARSON CONSULTANTS

Penalty for presenting fraudulent claim: Fine up to \$500,000 or imprisonment up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
**See Attached. NISSAN NORTH AMERICA, INC. hereby incorporates the attachments hereto, which shall for all purposes be deemed a part of this Proof of Claim.*



**ATTACHMENT TO ORIGINAL ADMINISTRATIVE EXPENSE CLAIM
OF NISSAN NORTH AMERICA, INC.**

DELPHI CORPORATION, et al.
CASE NO. 05-44481 Chapter 11 Jointly Administered

Delphi Corporation (“Delphi”), along with the other related debtors in the above-referenced cases (collectively, the “Debtors”) are engaged in the design, manufacture, and/or sale of motor vehicle components (“Parts”). Nissan North America, Inc. (“Nissan”) is engaged in the design, manufacture, assembly and/or sale of motor vehicles and Parts. The Debtors and Nissan have an established business relationship (the “Relationship”) whereby the Debtors manufacture Parts according to Nissan’s specifications. The Relationship includes the terms and conditions contained in that certain Master Purchase Agreement between Delphi and Nissan. Purchase orders and releases (collectively “Purchase Orders”) are used by Nissan to, among other things, specify the quantities of the Parts to be purchased and the required delivery dates for such Parts.

Nissan asserts all claims it has or may have against the Debtors at law, in equity or otherwise on account of the Relationship, including specifically and without limitation, any and all claims related to (i) any intellectual property claims, including but not limited to patents or patent infringement of products, goods, and/or services provided by the Debtors (collectively referred to as “Patent Claims”), and/or (ii) any warranty or product liability obligations (collectively referred to as “Warranty Obligations”), including without limitation those that have arisen or may arise per the terms of certain contracts between Nissan and Debtors (collectively, the “Contracts”). Nissan and the Debtors have a long standing course of dealing under the Contracts as to the handling of warranty claims through certain agreed upon charge-back procedures. The full amount of Debtors’ warranty obligations under each Contract is unknown, but includes all sums for which Debtors are or could become liable to Nissan pursuant to the terms of each Contract. Specifically, Nissan asserts that current administrative Warranty Obligations are \$249,138.70 due from the Debtors, per the attached spreadsheet. Generally, Nissan continues to complete its claim reconciliation and reserves its right to amend, supplement or withdraw this claim.

Nissan asserts that it has a right against Debtors to recover any sums for which Debtors are or could become liable to Nissan pursuant to the Relationship, Patent Claims, Warranty Obligations, Purchase Orders, Contracts and/or common or statutory law. Nissan reserves the right to amend its claim for the full amount of damages it can prove, and expressly asserts all claims it has or may have against the Debtors in connection with the business relationship, or at law, in equity or otherwise, whether now known or unknown, including, but not limited to, prepetition interest, attorneys’ fees and other charges and fees associated thereto, as applicable.

Notwithstanding anything to the contrary herein, by filing this claim, Nissan preserves any and all rights to assert further administrative claims for the Contracts, Purchase Orders, Warranty Obligations and Patent Claims.

Nissan asserts that its claims are secured by a right of setoff and/or recoupment against the Debtors. To the extent that Nissan has additional setoff or recoupment rights against any of the Debtors, Nissan reserves such rights under applicable law and orders entered in these cases and in no way waives its rights to setoff or recoupment with respect to any amounts owing whether pre- or post-petition.

Nissan further asserts that it has an administrative claim against the Debtors pursuant to 11 U.S.C. § 503 and the Relationship, including without limitation the Contracts.

Although Nissan does not believe that it has any liability to any third party on account of any Patent Claims or Warranty Obligations, and Nissan expressly denies any such liability, to the extent that Nissan is found liable to any third party on account of a Patent Claim or Warranty Obligation, Nissan asserts a claim against the Debtors for any and all liability of Nissan to any third party on account of said Patent Claim or Warranty Obligation. Further, Nissan asserts rights to attorney fees, interest, and other charges to which it is or may become entitled.

Nissan reserves and asserts all rights it may have to indemnification, contribution or subrogation against the Debtors, and all rights to setoff and recoupment, and further reserves the right to amend this Proof of Claim against any or all of the Debtors at any time to include amounts incurred and not paid, and/or amounts which may be incurred post-petition to the extent allowable by law.

Reference	Inv. ref.	Amount in DC	Local amnt	Doc. date	Comments
DM0000970233	1700035011	2,202.25	2,202.25	09/22/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000975536	1700041232	2,175.44	2,175.44	10/16/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000982157	1700048301	739.68	739.68	12/18/2008	
DM0000982158	1700048302	12,497.6	12,497.6	12/18/2008	
DM0000982159	1700048303	175.26	175.26	12/18/2008	
DM0000982160	1700048452	25,932.74	25,932.74	11/21/2008	Warranty/GEAR ASSY-POWER STEERING
CM000103880	1700203303	739.88	739.88	12/18/2008	Reverses DM0000982157
CM000103881	1700203304	12,497.9	12,497.9	12/18/2008	Reverses DM0000982158
CM000103882	1700203305	175.26	175.26	12/18/2008	Reverses DM0000982159
DM0000986551	1700053667	20,219.36	20,219.36	12/18/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000986552	1700053670	739.88	739.88	12/18/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000986553	1700053673	12,149.79	12,149.79	12/18/2008	Warranty/GEAR ASSY-POWER STEERING / POWER STEERING PUMP
DM0000986554	1700053676	4,175.26	4,175.26	12/18/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000986555	1700053679	1,295.01	1,295.01	12/18/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000992012	1700058233	3,925.28	3,925.28	01/24/2009	Warranty/GEAR ASSY-POWER STEERING
DM0000992013	1700058236	2,272.10	2,272.10	01/24/2009	Warranty/GEAR ASSY-POWER STEERING
DM0000997008	1700064220	1,290.63	1,290.63	02/20/2009	Warranty/POWER STEERING PUMP
DM0001000981	1700068914	8,889.39	8,889.39	03/12/2009	Warranty/GEAR ASSY-POWER STEERING
DM0001007685	170001905	159,407.26	159,407.26	04/16/2009	Warranty/GEAR ASSY-POWER STEERING
DM0001015460	170008205	3,179.11	3,179.11	05/22/2009	Warranty/GEAR ASSY-POWER STEERING
Warranty Totals:					
DM07Q54430801	1700029459	1,280.00	1,280.00	08/21/2008	NBA Quality Incidents 3-08
Debit Memo Totals:		\$ 1,280.00			
Total of Debit Memos:	2100042379	\$ 249,133.50	5.20	05/31/2009	Retro pricing
PRC Totals:		\$ 5.20			
					<u>249,138.70</u>

Vendor	Cocd	Type	Reference	Text	Inv. ref.	Pymt.ref.	PAYT	PBX	User name	DocNo.	Pstg date	Print date	Amount in DC	LC amnt:	Doc. date	Comments
3109951	2177	KG	DM00009750233		1700033011	IT022	N999	BDC_MM	1700033011	09/22/2008	09/22/2008	2,202.25	2,202.25	09/22/2008	Warranty	
3109951	2177	KG	DM0000975536		1700041232	10/26/2008	10/26/2008					2,175.44	10/16/2008	Warranty		
3109951	2177	KG	DM0000982157		N999	BDC_MM	1700041232	11/21/2008	11/21/2008			739.88	11/11/2008	Warranty		
3109951	2177	KG	DM0000982158		N999	MOOREW2	1700046527	11/21/2008	11/21/2008			12,149.73	11/21/2008	Warranty		
3109951	2177	KG	DM0000982159		N999	MOOREW2	1700046528	11/21/2008	11/21/2008			4,175.26	11/21/2008	Warranty		
3109951	2177	KG	DM0000982160		N999	BDC_MM	1700048432	11/21/2008	11/21/2008			25,932.74	11/21/2008	Warranty		
3109951	2177	KR	CM0000703980		N235	MOOREW2	1900020393	12/16/2008	01/25/2009			-739.88	12/18/2008	R_Reversal of DM0000982157		
3109951	2177	KR	CM0000713981		N235	MOOREW2	1900021394	12/16/2008	01/25/2009			-12,149.73	12/18/2008	R_Reversal of DM0000982159		
3109951	2177	KG	DM0000986551		N999	MOOREW2	1900033035	12/16/2008	01/25/2009			-4,175.26	12/18/2008	Reversal of DM0000982159		
3109951	2177	KG	DM0000986552		N999	BDC_MM	1700033035	12/16/2008	01/25/2009			20,219.36	20/219.36	12/18/2008	Warranty	
3109951	2177	KG	DM0000986553		N999	BDC_MM	1700035670	12/18/2008	01/28/2009			739.88	12/18/2008	Warranty		
3109951	2177	KG	DM0000986554		N999	BDC_MM	1700035673	12/18/2008	01/28/2009			12,149.73	12/18/2008	Warranty		
3109951	2177	KG	DM0000986555		N999	BDC_MM	1700035676	12/18/2008	01/28/2009			4,175.26	12/18/2008	Warranty		
3109951	2177	KG	DM0000986556		N999	BDC_MM	1700035679	12/18/2008	01/28/2009			1,295.01	12/18/2008	Warranty		
3109951	2177	KG	DM0000986557		N999	BDC_MM	1700035682	12/18/2008	01/28/2009			3,925.28	07/24/2008	Warranty		
3109951	2177	KG	DM00009892013		N999	BDC_MM	1700035683	12/18/2008	01/28/2009			3,925.28	07/24/2008	Warranty		
3109951	2177	KG	DM00009892018		N999	BDC_MM	1700035687	01/24/2009	01/24/2009			2,272.10	01/24/2009	Warranty		
3109951	2177	KG	DM0001009891		N999	BDC_MM	1700064220	02/20/2009	02/20/2009			1,290.63	02/20/2009	Warranty		
3109951	2177	KG	DM0001009891		N999	BDC_MM	1700065191	03/12/2009	03/12/2009			8,889.39	03/12/2009	Warranty		
3109951	2177	KG	DM000107685		N999	BDC_MM	1700091905	04/16/2009	04/16/2009			159,407.26	04/16/2009	Warranty		
3109951	2177	KG	DM000107686		N999	BDC_MM	1700092026	05/22/2009	05/22/2009			3,179.11	05/22/2009	Warranty		
Warranty Totals:													\$ 247,853.50			

F01423001	2177	NP	PRC005357		2100042379	N000	MATTINV	1700023459	08/21/2008	08/21/2008	1,280.00	1,280.00	08/21/2008	NBA Quality Incidents 3-08	

Debit Memo Totals:		\$ 1,280.00
Total of Debit Memos:	\$ 248,133.50	
PRC Totals:	\$ 5.20	

PRC Totals:	\$ (\$ 546.07)

RECARGA EXTINGUATOR AFFF 10 KG POS 50 KGS.CC029
KES.

MX0111274 2158 RE PR23786

5100150792 6030

0001 A PADILB2 5100150792 12/30/2008 12/30/2008 -5,546.07 -75,263.50 1/24/5/2008 Based 7/9/09 Currency Rate